# NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

## (A Statutory Authority under Government of West Bengal)

3, Major Arterial Road • New Town • Kolkata – 700156 Ph. No. (033) 2324-2138 Email Id: eenkda@gmail.com

Memo. No. 7831 / NKDA / Engg – 36 / 2010 (X)

# Date: 16/10/2019

#### NOTICE INVITING ITEM RATE e-TENDER

# Notice Inviting e-Tender No. WBNKDA/15/EE-I/NKDA/2019-20(2<sup>nd</sup> Call)

Executive Engineer – I, New Town Kolkata Development Authority invites item rate e-Tender from resourceful, reliable, bona-fide and experienced agencies / companies / concerns and reputed organizations working under KMDA, NKDA, and other Govt. Departments / PSU having experience in executing works related to Municipal Solid Waste Management and are requested to submit their offer for the work detailed below.

(Submission of Bid through online)

Name of the work	Quantity	Estimated Amount (Rs.)	Bid Security Money (Rs.)	Price of Tender Documents (Rs.)	Period of completion
Daily collection of solid waste (Dry Waste & Wet Waste), transportation, stacking and spreading the waste at specified stack yard / disposal ground from Action Area I & II of New Town as will be assigned by NKDA	89136 MT	Rate to be quoted by the bidders per MT	20.00 Lakh	15,005.00 Each set. To be paid only by the successful bidder during the time of agreement	05 (Five) years

- In the event of e-filling, intending bidder may download the tender documents from the website http://wbtenders.gov.in directly with the help of Digital Signature Certificate. All the bidders will have to submit On-line Earnest Money & necessary Earnest Money will be deposited by the bidder through the following payment mode as per Finance Department Order No. **3975-F(Y)** dated 28<sup>th</sup> July, 2016 (Annexure-A).
  - (i) **Net Banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
  - (ii) RTGS / NEFT through bank account in any bank. The EMD shall be deposited in favour of "New Town Kolkata Development Authority" payable at "Kolkata".
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>

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- 3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 14 of this NIeT.
- 4) The **FINANCIAL OFFER** of the prospective qualified tenderer(s) will be considered only if the **TECHNICAL BID** of the tenderer(s) is found qualified by competent authority of New Town Kolkata Development Authority. The decision of the competent authority of New Town Kolkata Development Authority will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

#### 5) Eligibility criteria for participation in the tender:-

### A. Basic eligibility criteria

- I. Should be a vastly experienced agency / firm / concern /reputed organization on similar work, undertaken by them in different Municipalities, Corporations or Urban Local bodies having head quarters in India with sufficient resource of qualified and trained man-power and workforce required for the work as captioned above and have to provide adequate and sufficient new machineries/equipments, new fleet of transportation vehicles like compactors & auto tippers for transportation of wet waste & Tata ACE/407 or similar type of vehicle for transportation of dry waste all conforming to BS IV standard, other allied tools and tackles, electronic gadgets, computers and various other relevant materials for effective execution of such works.
- II. Experience certificates / Work orders duly matched with payment certificates issued in favour of the applicant by a competent person of the employers, for similar nature of work during last three years i.e. 2016-17, 2017-18, 2018-19 amounting to Rs. 1.8 (One point eight) crores (One point eight Crores) only and such documents of ongoing works, if any. These works should have involved dealing waste/garbage handling, collection and disposal from households / commercial establishments or point sources.
- III. An undertaking has to be submitted regarding procurement & utilization of new fleet of Compactors (03 Nos.), Auto Tippers (15 Nos.) & Tata Ace /407or similar type of vehicle (05 Nos) conforming to latest BS IV standards for the work
- IV. Should be a registered and licensed agency / firm / concern with related registering / licensing authorities as per law and rules.
- V. Should be a legally valid agency / firm / concern on its proprietorship and partnership of owing.
- VI. Pan Card, Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2019-2020, GST Registration Certificate are to be submitted as non-statutory documents.
- VII. Registered Partnership Deed for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate/First Class Magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents.
- VIII. Joint Ventures/MOU will not be allowed.

Documentary evidence should be provided in support of the above.

## **B.** Annual Turnover

The organization should preferably have an average annual turnover of Rs.4 (Four) Cr for the

last three financial years. A certified document issued by a chartered accountant stating the net worth and average annual turnover of the bidder has to be submitted.

- All materials are to be procured and supplied at site of work by the tenderer / firm at his / their own cost from approved reputed dealer / manufacturer. Departmental materials will not be issued under any circumstances unless any such provision is made and accepted latter by both the parties. Department unless otherwise stated means New Town Kolkata Development Authority.
- 7) Mobilisation advance, time / cost overrun and consequent cost escalation for any material, labour, etc. will not be allowed.
- 8) The offer shall remain valid for 180 days from the date of opening of the tender. The rate will be fixed for one year from the date of issuance of work order.
- On-going payments for work may be allowed to the executing agency as per existing rules and availability of fund subject to deduction of security deposit. Progressive payment may be made against the completed or partly completed item of works. Such interim payments, shall be made as running account bill (s), however, shall not construed to mean that the respective items / components have finally been approved and accepted by NKDA and the contractor shall not be absolved of his responsibility to set right any deficiency of such paid items / components at his/ their own cost, for rectifying all defects which are subsequently being noted or found.
- 10) No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the contractor owing to any dispute between the contractor and NKDA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.

Payment for the works done by the contractor will be based on recorded and accepted measurement put for payment to be invariably made by putting signature (with seal) of the contractor (or his/ their authorized representative). The contractor or his/their authorized representative is advised to take measurements jointly with the officials of NKDA. In case of failure of his/their part either to take measurement jointly and /or acceptance of the recorded measurement, within a reasonable time, measurement taken by the department shall be considered as final for making payment. Similar acceptance is also essential for level records and survey data, field books etc.

### 11) Idle labour, idle rent and hire charges etc.:

No claim of any category and type, on this ground shall be entertained. The contractor and NKDA shall make every effort that such situation does not arise.

#### 12) Security Deposit:

Retention money towards Security amounting to 8% (*eight percent*) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on the money retained for Security Deposit.

#### 13) Performance Guarantee:

Performance Guarantee amounting to **Rs. 10,00,000.00** (**Rupees Ten lakhs**) only will have to deposited by the selected Agency at the time of execution of agreement through Demand Draft or Banker's Cheque in favour of New Town Kolkata

Development Authority, on any nationalized bank payable at Kolkata, which shall be retained by the Authority and will be released after 06(six) months of completion of the work.

The organization must demonstrate implementation of adequate checklist and process flow to monitor the operation and guarantee the performance at every point of time.

14) Date and Time Schedule:

Sl.	Particulars	Date & Time	
No.			
1	Date of uploading of N.I.T. & other Documents	16/10/2019	
	(online) (Publishing Date)		
2	Documents download start date (Online)	16/10/2019 from 6:00P.M.	
3	Documents download end date (Online)	06/11/2019 upto 6:00P.M	
4.	Pre-Bid Meeting	21/10/2019 at 1.00 P.M.	
5.	Bid submission start date (Online)	16/10/2019 from 6:00P.M.	
6.	Bid submission closing date (Online)	06/11/2019 upto 6:00P.M	
7.	Bid opening date for Technical Proposals (Online)	08/11/2019 at 6:00P.M	
8.	Last Date of uploading list for Technically Qualified	Will be intimated in due course	
	Bidder(online)		
9.	Date for opening of Financial Proposal (Online).	Will be intimated in due course	

- (a) Earnest Money for the successful tenderer will be retained and converted as Initial Security deposit. The Balance security deposit @ 8% will be deducted from on-going bills to cover 10% of the total value of work done.
  - (b) The security deposit for the original work of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the tender document.
- 16) The tenderers are bound by the terms & conditions of WBF 2911(ii) along with specification, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.
- 17) Income Tax and others Taxes as admissable will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills. Building & other construction workers cess @ 1.0% will be deducted from progressive bills in pursuance with G.O. no. 599A/4M 28 / 06 dated 27/09/2006. The rate quoted would remain same throughout the period of contract and should be inclusive of **all taxes** including GST which are and will also be applicable during the entire tenure of the contract.
- 18) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction. The cost of visiting the site, shall be at his own expenses.
- 19) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. New Town Kolkata Development Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any reimbursement of any cost that might have been incurred by any Tenderer at any stage of Bidding.
- **20)** Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.

- 21) Conditional / Incomplete tender will not be accepted under any circumstances.
- 22) The intending tenderers are required to quote the rate online.
- 23) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- 24.) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 25.) If there be any objection regarding prequalification of any Agency the same should be lodged online to Chief Engineer, New Town Kolkata Development Authority within 2 (*two*) days from the date of publication of list of qualified agencies and beyond the said time schedule no objection will be entertained.
- 26.) Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer in original, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.
- 27.) If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.
- 28.) The successful Tenderer whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of LOI cum acceptance order by Executive Engineer I, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him/them to this office. If the contractor fails to perform the formalities within the specified period the Tender is liable to be cancelled and the Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).

#### 29.) Qualification criteria:

The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIeT.

The eligibility of a bidder will be ascertained on the basis of the document(s) submitted in support of the minimum criteria. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice to take any penal action against him/them as may be deemed fit by the Tender Accepting Authority.

- 30.) No. price preference and other concession will be allowed as per order no 8648 F(T) dated 12.10.2012.
- 31.) In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.

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- 32.) Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work or with contractors to be entrusted with other work in future in the same site. The contractor will have to work in close co-operation and harmony with all the contractors engaged in the project. Any claim for idle labour, for any reason whatsoever, will not be entertained under any circumstances.
- 33.) NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NeIT. Rates should be quoted accordingly.
- 34.) NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NeIT. Rates should be quoted accordingly.
- 35.) The address as furnished by the contractor shall be deemed as the postal address of this office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.
- 36.) Arbitration clause of WBF 2911(ii) stands deleted, notwithstanding whatever has the object of deletion of Clause-25 from the Contract Form of WBF-2911(ii), the parties entering into the agreement pertaining to this NIeT, if so desire, may go for money suit for any dispute in his / there opinion arising out of this contract and he/ they may file such suit in any court of law situated in Kolkata proper in the district of West Bengal.
- 37.) Any Corrigendum, notification in connection to this NIeT will be published in the official website of New Town Kolkata Development Authority (www.nkdamar.org) as well as https://wbtenders.gov.in. The applicants are requested to please follow the websites for such notifications, corrigendum etc.

Executive Engineer–I New Town Kolkata Development Authority

Memo.No. 7831 /1(8)/ NKDA / Engg – 36 / 2010 (X) Date: 16/10/2019

Copy forwarded for information to:-

- 1. Chief Executive Officer, New Town Kolkata Development Authority.
- 2. Chief Engineer, New Town Kolkata Development Authority.
- 3. Finance Officer, New Town Kolkata Development Authority.
- 4. Assistant Engineer II, New Town Kolkata Development Authority
- 5. Estimator/ Sr. Accountant / Cashier, New Town Kolkata Development Authority.
- 6. P.A to the Hon'ble Chairman, New Town Kolkata Development Authority.
- 7. Office Notice Board.
- 8. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

Executive Engineer-I, New Town Kolkata Development Authority